

THIS AGREEMENT, made this 21 day of November, 1966, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the CITY OF GLENDALE, acting by and through its MAYOR, thereunto duly authorized, hereinafter designated CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in the CITY OF GLENDALE. These improvements shall include, but not be limited to, the maintenance of traffic signals and intersectional lighting at the intersection of : US 60-70 (Grand Avenue)

@ Bethany Home Road and 51st Avenue
@ Maryland Avenue and 55th Avenue
@ Glendale Avenue and 59th Avenue
@ Myrtle Avenue and 61st Avenue
@ Northern Avenue and 67th Avenue

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the operation and maintenance of the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and set out in writing their understandings and agreements pursuant to which the said improvements shall be made and subsequently operated, maintained, and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the CITY agrees:

1. To provide and set aside sufficient funds to defray the costs of operation and maintenance of said improvements on the State Highway System within the CITY.

2. In the event of any future City initiated construction projects involving the above-referenced intersections, the project plans shall include all details for the relocation and/or modification of any or all signal and/or

illumination equipment, and such plans shall be submitted to the State for approval. All costs of this work shall be at the CITY'S expense.

3. That any proposed modifications of traffic signals locations on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the City.

5. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when mutually deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions, to be State furnished.

6. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s). Various items of maintenance shall include, but not be limited to the following:

- (a) Furnish electrical energy.
- (b) Replace lamps semi-annually or as required by burn-out with approved long-life signal lamps. Lamps to be furnished by the State.
- (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
- (d) Signal heads, brackets, poles, posts, control boxes, housings and conduits above ground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint to be furnished by the State.
- (e) The signal heads shall be focused as required.
- (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies.

Maintenance records shall include the date that each of the following was accomplished: Cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.

7. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required for the maintenance of the signal system.

2. In future State construction projects on the State Highway System within the CITY, the project plans shall include all details for the relocation and/or modification of any or all signal equipment, and such plans shall be submitted to the CITY for its approval. All costs of such work shall be at the State's expense.

3. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

4. To operate and maintain the traffic control apparatus unless the State requests the CITY to assume this responsibility and the CITY by written notice concurs.

ARTICLE III

IN CONSIDERATION of these premises, it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City shall assume the sole responsibility for the acts of its officers and employees in the maintenance of the signals and

lighting systems and the work incidental thereto which the City has agreed by this contract to perform.

This agreement shall supersede all previous agreements relevant to the maintenance of traffic signals in the City.

ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 2nd day of December, 1968.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

A. L. Chadwick
A. L. CHADWICK
Deputy State Engineer

Attest:

Bernice L. Grogg

CITY OF GLENDALE

BY:

Ray L. ...
Mayor

INTERNAL AUDIT DIVISION PRE - AUDITED DATE <u>10-18-68</u> BY <u>Robert H. ...</u>
--

Sheet 4 of 4

James R. Redpet
Assistant Attorney General
Attorney For Arizona Highway
Department

AMENDMENT

The agreement between the City of Glendale and the State of Arizona, dated the 2nd day of December, 1968, for the maintenance of traffic signals and intersectional lighting at the intersection of U. S. 60-70 (Grand Avenue) at Northern Avenue and 67th Avenue shall include only that portion of the intersection within the corporate limits of the City of Glendale.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 30th day of July, 1969.

STATE OF ARIZONA

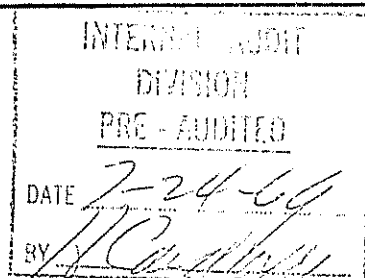
WM. N. PRICE
State Highway Engineer

By: *A. L. Chadwick*
A. L. CHADWICK
Deputy State Engineer

Attest:

CITY OF GLENDALE

By: *F. L. ...*
City Manager



APPROVED AS TO FORM
Dones R. ...
Assistant Attorney General
Attorney For Arizona Highway
Department